

TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks  
Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:  
Beall's Department Stores, Inc.  
1806 38<sup>th</sup> Avenue East,  
Bradenton, Florida 34208

Entity:

Individual(s)       Association

General Partnership       Limited Partnership

Corporation - Florida

Other -

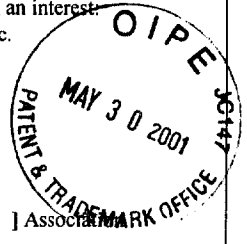
3. Interest Conveyed:

Assignment       Change of Name

Security Agreement       Merger

Other -

Execution Date - February 4, 2001



5-30-01

2. Name and Address of Party(ies) receiving an interest:  
Name: BDSRCO  
Address: 300 Delaware Ave., 9<sup>th</sup> Floor,  
Wilmington, Delaware 19801

Entity:

Individual(s)       Association

Corporation- Delaware       General Partnership       Limited Partnership

Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

Yes  
 No

(The attached document must not be an assignment)

06-05-2001

101739495

4. Application number(s) or registration number(s). Additional sheet attached?       Yes       No

A. Trademark Application No.(s) 74/501,385	B. Trademark Registration No.(s) 1,970,794      2,182,259      2,345,924 1,980,399      2,195,245 2,004,784      2,230,084 2,006,676      2,245,233
---	---

5. Please mail documents back to:  
Paul W. Kruse  
Pillsbury Winthrop LLP  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 10

7. Amount of fee enclosed: \$ 265.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 41465 / 278520.

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	8
--	---

Attorney: Paul W. Kruse

Date: May 30, 2001

Atty/Sec: PWK:teh

Tel: (202) 861-3613

Fax: (202) 822-0944

# ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into effective as of February 4, 2001, by and between Beall's Department Stores, Inc., a Florida corporation, having an office and principal place of business at 1806 38<sup>th</sup> Avenue East, Bradenton, Florida 34208 ("Assignor") and BDSRSCO, Inc., a Delaware corporation, having an office and principal place of business at 300 Delaware Ave., 9th Floor, Wilmington, Delaware 19801 ("Assignee").

## WITNESSETH

WHEREAS, Assignor owns the marks, tradenames and other intangibles as shown in the attached Exhibit A which it uses in the operation of its business and it uses to identify certain of its products, together with the goodwill symbolized by such marks (collectively, the "Marks");

WHEREAS, Assignor has previously used various marks as described in Exhibit A, and owns the residual goodwill of its business resulting from its earlier use of such marks ("Previously Used Marks");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said Marks together with the goodwill of its business symbolized thereby as well as any residual goodwill of its business symbolized by the Previously Used Marks;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor has agreed to assign to Assignee the Marks and the Previously Used Marks;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Assignor hereby transfers all Marks and Previously Used Marks to Assignee as an additional capital contribution.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and Previously Used Marks, together with the goodwill symbolized thereby, including any underlying copyrights represented by such Marks and Previously Used Marks. With respect to any underlying copyrights represented by such Marks and Previously Used Marks, such interests and rights shall be held to the full term for which the copyright or any renewal or extension thereof are or may be granted. With respect to any filed trademark applications listed on Exhibit A, the Commissioner of Patents and Trademarks is requested to issue the certificate of registration of such trademarks to Assignee. Notwithstanding anything to the contrary set forth herein, this Assignment: does not assign any rights to the name "Beall's"; and (ii) is subject to the terms of that certain Confirmation Agreement dated January 11, 2001 by and among Beall's Westgate Corporation, Beall's, Inc., and Beall's Department Stores, Inc.

3. Warranties and Representations. Assignor represents and warrants to Assignee that to the best of its knowledge and except as provided in Paragraph 2, above:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the Marks and the Previously Used Marks, no other person or entity has any security interest in the Marks or Previously Used Marks, in any registrations thereof, or in any applications to register the Marks or Previously Used Marks, and there have been no prior assignments of the Marks or Previously Used Marks registrations thereof, or any applications to register the Marks or the Previously Used Marks.

3.4 Any and all licenses to use the Marks or the Previously Used Marks granted by Assignor have been terminated as of the date of this Agreement. Moreover, no person or entity is using the Marks or the Previously Used Marks with Assignor's permission or pursuant to any agreement with Assignor.

3.5 The Marks and the Previously Used Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Marks.

3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Marks or the Previously Used Marks or the services identified by the Marks or the Previously Used Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Marks or the residual goodwill in the Previously Used Marks, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

3.7 Assignor has no knowledge or notice of any registrations or applications, other than those filed by Assignor, to register the Marks or the Previously Used Marks anywhere in the world.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Marks or Previously Used Marks.

4.3 Any actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

6. Third Party Infringement. In the event any third party violates Assignee's right, title and interest in and to said Marks, Assignor agrees to cooperate fully with Assignee to terminate such violations. Such cooperation shall include assistance in the preparation of infringement cases, including, but not limited to, the facilitation of personnel, documentation and other assistance necessary to defend said Marks. Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before governmental agencies which involve in any way validity of, title to, or infringement of the Marks.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Florida.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor, to:

Beall's Department Stores, Inc.  
Attn: Michael Maddaloni  
1806 38<sup>th</sup> Avenue East  
Bradenton, FL 34208

If to Assignee, to:

BDSRCO, Inc.  
Attn: Victoria L. Garrett  
300 Delaware Ave., 9th Floor  
Wilmington, DE 19801

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7. Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESSES:

BEALL'S DEPARTMENT STORES, INC.,  
a Florida corporation

*Michael Maddaloni*  
Signature  
Michael Maddaloni  
Signature

By: *[Signature]*  
Its: Vice President

STATE OF Delaware  
COUNTY OF New Castle

The foregoing instrument was subscribed and sworn to before me this 17 day of January,  
2001, by Stephen M. Knopik as  
vice president of BEALL'S DEPARTMENT STORES,  
INC., a Florida corporation,

who is personally known to me,  
who produced DRIVERS LICENSE as identification, and who acknowledged  
before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested  
in him/her by said corporation.

My Commission Expires: 5/3/2001

*Janette H. Gordon*  
Signature  
Janette H. Gordon  
Print Name

NOTARY PUBLIC - STATE OF Delaware

Commission No. \_\_\_\_\_

OFFICIAL SEAL  
NOTARY PUBLIC - DELAWARE  
JANETTE H. GORDON  
COMMISSION # 199711814  
My Commission Expires May 3, 2001

BDSRCO, INC., a Delaware corporation

[Signature]  
Signature  
[Signature]  
Signature

By: Michael Maddaloni  
Its: President

STATE OF Delaware  
COUNTY OF New Castle

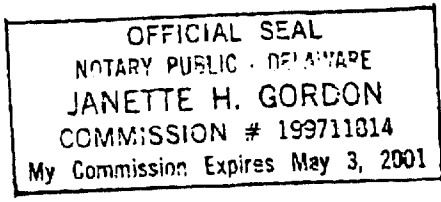
The foregoing instrument was subscribed and sworn to before me this 17 day of January, 2001, by Michael Maddaloni as President of BDSRCO, INC., a Delaware corporation,

who is personally known to me,  
who produced DRIVERS LICENSE as identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.

My Commission Expires:

[Signature]  
Signature  
Janette H. Gordon  
Print Name

NOTARY PUBLIC - STATE OF Delaware  
Commission No. \_\_\_\_\_



# SCHEDULE A

## Mark(s)

OUTLOOKS	Reg. No. 1,970,794
PATIO/CLUB & Design	Reg. No. 1,980,399
BOCA CLASSICS	Reg. No. 2,004,784
KIDLOOKS	Reg. No. 2,006,676
PARADISE BAY	Reg. No. 2,182,259
BAY STUDIO	Reg. No. 2,195,245
SUNBAY COTTONS	Reg. No. 2,230,084
FLORIDA MARKETPLACE	Reg. No. 2,245,233
TROPIX	Reg. No. 2,345,924
CORAL BAY & Design	Ser. No. 74/501,385